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JUL 14 2011

WATER RESOURCES
WESTERN REGION

July 13, 2011

Hand Delivered

John Westra
Manager
Western Regional Office
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705-5082

Re: *Application for Transfer No. 73811*

Dear John:

Enclosed is a copy of the *Second Amendment to Water Right Purchase and Sale Agreement* entered into between Shekinah Industries, Inc., and Bernard L. Brown and Brown Farms, L.L.C., concerning the water right that is subject to the above-referenced transfer application. This agreement extends Shekinah Industries' right to purchase the water right until ten (10) days following issuance of an order by the Department approving the transfer application.

Sincerely,



Michael C. Creamer

MCC:ch
Enclosure

cc w/enc: Mike Preston, Shekinah Industries, Inc.
Clifford L. Brown, Esq.
Erick Powell, Brockway Engineering
Wayne Shepherd, City of Mountain Home
Craig Haynes, G3 LLC
Nevad LLC & Elk Creek Ranch, LLC, c/o Norman Semanko, Esq.
Mayfield Townsite LLC, c/o Bruce Smith, Esq.

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WATER RESOURCES
WESTERN REGION

**SECOND AMENDMENT
TO WATER RIGHT PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO WATER RIGHT PURCHASE AND SALE AGREEMENT ("Second Contract Amendment") is entered this 13th day of July, 2011 by and between **Shekinah Industries, Inc.** an Idaho corporation, whose address is 420 Bitterroot Drive, Boise, Idaho ("Buyer"), and **Bernard L. Brown and Brown Farms, L.L.C.**, an Idaho limited liability company (collectively "Seller"). The term "Party" or "Parties" means either Seller, Buyer, or both, as the context requires.

Recitals

1. Effective June 2, 2011, the Parties entered that certain Water Right Purchase and Sale Agreement (the "Agreement"). Paragraph 2 of the Agreement establishes payment terms; paragraph 3 establishes a Closing date; paragraph 15 requires that the Agreement be amended only by the Parties' written agreement.
2. Effective June 30, 2011, the Parties entered that certain Amendment to Water Right Purchase and Sale Agreement (the "First Contract Amendment") which amended the Agreement by extending the Closing date by two weeks, increasing the amount of the Earnest Money, and reducing by a like amount the balance of Purchase Price due at Closing.
3. Since the First Contract Amendment was entered, the Parties have determined that, for appropriate consideration, the Agreement should be further amended to change certain payment terms and further alter the Closing date.
4. In consideration of an increased Purchase Price to be paid by Buyer to Seller, a further extension of the Closing date, and other mutual covenants herein contained, the Parties hereby further amend the Agreement as follows:

Terms

5. Paragraph 4 of the First Contract Amendment, which changed the Agreement's Closing date, is amended so as to establish the following Closing date under paragraph 3 of the Agreement: Closing shall occur within ten days after the Department's decision approving the Transfer becomes final and non-appealable (herein, the "Closing Date"). If Buyer fails to proceed to Closing on or before the Closing Date, the Transfer shall be deemed void, Seller may so inform IDWR, Buyer shall have no rights to use water diverted under the Water Rights at the locations or for the purposes approved in the Transfer, and Seller may use the Water Rights at the locations and for the purposes authorized prior to IDWR's approval of the Transfer.

6. Paragraph 5 of the First Contract Amendment, which changed the amount of Earnest Money under the Agreement, is amended to specify that the amount of Earnest Money paid to Seller pursuant to paragraph 2.a of the Agreement is to be \$30,000. Of this amount, Buyer previously has paid Seller \$10,000, thus leaving \$20,000 to be deposited with Seller as Earnest Money pursuant to this Second Contract Amendment.

7. Paragraph 2 of the Agreement, specifying the amount of the Purchase Price, shall be changed to increase the Purchase Price to \$700,000.

8. Simultaneously with the execution of this Second Contract Amendment, Buyer shall deliver \$20,000 to Seller by check or wire transfer as an additional Earnest Money payment, thus bringing the total Earnest Money placed on deposit with Seller to \$30,000 as provided herein. By signing below, Seller acknowledges receipt of this \$20,000 as a payment of Earnest Money.

9. The combined total of \$30,000 of Earnest Money on deposit with Seller pursuant to this Second Contract Amendment shall, as specified in paragraph 2.a of the Agreement, be credited towards the Purchase Price at Closing and shall be non-refundable if the purchase and sale does not close, unless the failure to close is the result of a breach by Seller.

10. The balance of Purchase Price due Seller at Closing set forth in paragraph 2.b of the Agreement is hereby changed to be \$670,000.

11. The Agreement is changed and amended only as described herein. All other portions of the Agreement shall remain fully in effect, provided that if there is a conflict between the terms herein and the Agreement, this Second Contract Amendment shall prevail.

12. The capitalized terms in this Second Contract Amendment shall have the same meanings as these terms have in the Agreement.

13. This Second Contract Amendment is the entire agreement of the Parties on the subject of amending the Agreement. The above Recitals are hereby incorporated as material terms of this Second Contract Amendment.

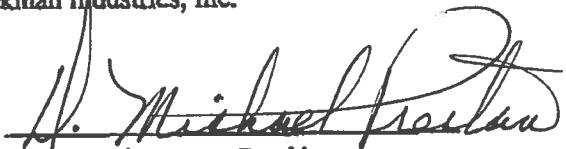
14. The Parties hereby rescind the First Contract Amendment, which shall be of no further force or effect.

15. The Parties hereby acknowledge that Buyer made no payment to Seller concurrent with or pursuant to the First Contract Amendment.

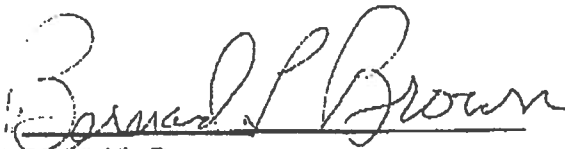
[End of text]

IN WITNESS WHEREOF, the undersigned have executed this Second Contract
Amendment as of the above date.

BUYER: Shekinah Industries, Inc.

By: 
D. Michael Preston, President

SELLER:


Bernard L. Brown

Brown Farms L.L.C.

By: 
Bernard L. Brown, Managing Member